

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
TO PROVIDE NON-FORENSIC DNA COLLECTION AND TESTING**

**ISSUED BY: OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES**

CONTRACT NUMBER GSS13684-DNA

I. Overview

The State of Delaware Office of Management and Budget, Government Support Services seeks proposals from qualified vendors for non-forensic DNA collection and testing services. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: October 9, 2012
Questions Due By	Date: October 23, 2012
Mandatory Pre-bid Meeting:	Date: N/A
Answers to Questions Posted By:	Date: November 1, 2012
Deadline for Receipt of Proposals	Date: November 14, 2012 1:00 p.m. EST
Notification of Award	Date: January 29, 2013

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3). Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PREBID MEETING:

A mandatory pre-bid meeting has not been established for this Request for Proposal.

II. Scope of Services

A. Overview

The State of Delaware, Office of Management and Budget, Government Support Services, acting on behalf of all covered State agencies, seeks to establish a contract for non-forensic DNA testing services. As a central contract, municipalities and local agencies may also utilize this contract.

Forensic DNA testing is specifically excluded from this contract as Delaware Code, Title 29, Chapter 47 §4713 identifies Delaware's Office of the Chief Medical Examiner as being responsible for forensic DNA testing.

The awarded vendor(s) must be capable of collecting DNA samples at State and Local facilities as well as in private facilities where the vendor routinely collects DNA samples in compliance with all applicable industry requirements. If necessary, the vendor shall furnish, without additional fee, postage-paid testing kits for use by laboratories, State and Local agencies, or any other source drawing samples. The primary method for obtaining genetic specimen samples must be non-invasive.

The Vendor must be competent to perform tests for genetic markers or systems that are cost efficient, reliable, uncontroversial, and capable of yielding a statistically valid probability of 99 percent or more.

B. Paternity Testing

1. General Requirements

- i. The VENDOR will perform a battery of defined genetic tests in order to determine paternity probability for all Social Security Act Title IV-D cases in Delaware when such testing is required by a State Agency, is mandated by Administrative Order, or under the Voluntary Paternity Acknowledgement Program. Those persons subject to paternity testing shall be determined by State Agency or Administrative Order, and will include the child, the mother, and the alleged father(s). All genetic testing by the VENDOR should determine a statistical probability of whether a biological relationship exists between a particular child and the person alleged to be the biological father, and the VENDOR must establish a Paternity Index. The VENDOR must be competent to perform tests for genetic markers or systems that are cost efficient, reliable, uncontroversial, and capable of yielding a statistically valid paternity probability of 99% or more.
- ii. The State of Delaware must be indemnified and held harmless by the VENDOR from any injury arising out of the Vendor's negligent performance or nonperformance under this contract.
- iii. If new technologies become available during the term of the contract, the awarded vendor(s) will make them available to the State.

2. Services Required

- i. The primary method for obtaining genetic specimen collections must be non-invasive and **DNA** analysis is to be employed as the paternity testing technology of choice. The VENDOR must continue genetic testing at the contracted unit price until exclusion or 99% probability of paternity is established. In its proposal the successful bidder must attest to the availability of resources and capability to obtain tissue specimens through

non-invasive, or minimally invasive means, and to efficiently perform DNA Probe/Buccal Swab Paternity Tests.

- ii. The paternity testing must be conducted at the Vendor's Laboratory or other acceptable facility, and must follow the most recent standards of the American Association of Blood Banks (AABB). The Vendor must provide sufficient sample collections opportunities at the collection sites owned, operated or under contract to the Vendor and at other locations identified by the State, including Court facilities, Division of Child Support Enforcement offices, and facilitates operated by the State Department of Correction.
 - a. If necessary, the VENDOR shall furnish, free of charge, postage-paid testing kits for use by laboratories, State agencies, or any other source drawing samples. These kits should contain all the necessary equipment for the drawing of samples from the child, mother, and alleged father along with individual and specimen identification forms and labels. Paternity tests must be conducted promptly upon receipt of the samples from the source that drew them; unless testing is impossible due to contamination, outdated samples, or samples which are otherwise unusable.
 - 1. The VENDOR will be responsible for submitting a time frame for the receipt of samples from the time of their draw.
- iii. The testing of genetic markers by the VENDOR should include the use of multiple systems that will result in a cumulative probability of exclusion of 99% or more. A finding of non-paternity must be based on at least two exclusions. Testing conducted on each alleged father should use testing systems that yield a probability of paternity of at least 99% if the alleged father is not excluded.
- iv. DNA testing shall be sufficiently comprehensive to provide for either exclusions at 2 or more DNA loci or a probability of paternity of at least 99% in non-exclusionary cases. All samples in each case shall be analyzed from duplicate preparations whether excluded or not excluded. Confirmation of only the alleged fathers' identity and result is not acceptable; nor is use of a single preparation of each sample acceptable to fulfill the technical specifications of this contract. There must be duplicate, independent testing of all individuals at one or more genetic loci. The State of Delaware maintains the option of inspecting the records and/or premises of the successful bidder to insure full compliance with these specifications without advance notice.

The VENDOR must perform genetic testing in accordance with the current requirements set forth in all of the following resources:

 - a. Applicable State of Delaware laws and regulations; including the Uniform Parentage Act
 - b. Standards for Parentage Testing Laboratories, which is published by the American Association of Blood Banks;
 - c. Office of Child Support Enforcement (OCSE) policy directives;
 - d. Title IV-D of the Social Security Act;
 - e. Title 45 of the Code of Federal Regulations (CFRs),
- v. Upon request, the VENDOR shall conduct without charge necessary training seminars for all State Agencies in which personnel who are concerned with tissue analysis in paternity actions. The VENDOR must keep the DIVISION and Family Court employees abreast of any and all innovations or occurrences related to paternity testing as such information becomes available.

- vi. Testing in any, Uniform Interstate Family Support Act (UIFSA), or other interstate case for paternity establishment shall be conducted at no additional cost.

3. Vendor Professional Licensing and Certification Requirements

- i. The VENDOR's laboratory must be accredited as mandated by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.C. 104-193) as defined in OCSE Information Memorandum 97-03 dated April 10, 1997 (Appendix C). In accordance with OCSE-IM-97-03 and Del C. § 804(a)(6), the DIVISION requires that the successful bidder's laboratory has to be **currently** certified or accredited by either the Parentage Testing Committee of the American Association of Blood Banks (AABB) or the American Society of Histocompatibility and Immunogenetics (ASHI). Documentation of certification(s) must be enclosed with the Technical Proposal response to this RFP.
 - a. It is a condition of contract award that the successful bidder must continuously maintain certification(s) or accreditation(s) throughout the contract period. The VENDOR must expediently notify the State upon loss of certification or accreditation. Loss of certification or accreditation could result in termination of the contract.

4. Testing Standards

- i. Paternity tests must provide for appropriate controls for the type of test which is being performed. DNA testing shall conform to the standards of the American Association of Blood Banks (AABB) and relevant ASHI standards and must be performed on **every case**.

5. Vendor Personnel

- i. The VENDOR's Laboratory must be under the direct supervision of an individual who is qualified by advanced training and/or experience in paternity testing. The Laboratory Director and his technical staff should participate in continuing education that is pertinent to the field of paternity testing. The necessary genetic tests must be conducted and interpreted by individuals who are fully qualified to effectively perform these tasks. It is the responsibility of the VENDOR to ascertain the ongoing competency of its Laboratory technical staff.
- ii. Expert witnesses must be available as described in Section II.B.12 of this RFP.
- iii. The VENDOR should have a minimum of five (5) years of genetic testing experience, preferably (though not necessarily required) in Delaware, Pennsylvania, New Jersey, Maryland, and/or Virginia.

6. Vendor Performance Time Requirements

- i. The written reports issued the VENDOR, which are to state the results of paternity tests performed, must be forwarded to the appropriate State Agency promptly upon completion of the tests. The **maximum** turnaround time of these reports by the VENDOR is 15 work days from date of last sample collection. **Since time is of the essence, repeated failure to comply with these time frames may constitute cause for termination of the Contract.**

- ii. The VENDOR shall provide specimen drawing dates that are no later than two (2) weeks after the date of request, unless otherwise instructed. Family Court or an Administrative Order will sometimes order genetic testing to be performed on an expedited basis, as one or the other litigants is about to leave the State's jurisdiction. The VENDOR must ensure that there are local facilities available for the immediate collection of one or both of the litigants' genetic specimens.
- iii. In the event that the VENDOR will be unable to adequately perform the necessary paternity testing by a required date, the State will have the option of utilizing another laboratory or hospital in order to meet a deadline established by Family Court or Administrative Order.
 - a. The State will not be bound to use the VENDOR if Family Court, on a case-by-case basis, orders the parties to have their paternity testing performed at a specified laboratory or hospital.
- iv. The VENDOR must promptly notify the State when one or both parties fail to appear at a genetic testing appointment.

7. Vendor Operational Standards Must Include:

- i. Sufficient space, equipment, facilities, and supplies necessary to maintain safe and acceptable testing conditions and standards.
- ii. A competent and sufficient staff as required for the efficient performance of the required genetic testing.
- iii. A Laboratory that is in compliance with all relevant safety codes, including provisions for the handling of tissue samples, reagents, and proper waste disposal.
- iv. Quality controls which are comprehensive and adequate to ensure that reagents, equipment, and personnel perform as expected.
- v. The appropriate sample, control, use, and storage of reagents.
- vi. Handling, processing, and testing of samples in a manner that ensures the accuracy and reliability of test results.
- vii. Performance of paternity tests by standard methods, or by methods that are independently verified by the VENDOR's Laboratory.
- viii. External proficiency testing programs in all systems used by the VENDOR's Laboratory, and
- ix. Development and maintenance of an up-to-date Paternity Testing Manual that describes in detail all policies and procedures in effect at the VENDOR's Laboratory to ensure accurate and reliable test results.
- x. The above operational standards should be specifically addressed in the technical component of the bidder's proposal.

8. Identification, Specimen Collection, and Documentation

- i. It will be the responsibility of the VENDOR to maintain a verifiable means of identifying all individuals who present themselves for genetic testing and to keep a record of this information at its testing facilities. VENDOR identification shall be established in conjunction with the presentation of a photo ID issued by a government agency, birth certificate, passport, social security card by the individuals who present themselves for genetic testing. Alternately other document(s) and record(s) which alone or together establish identity will be acceptable. This task will be at no additional charge to the State. The identification to be kept in the VENDOR's record should include, but is not limited to:
 - a. The name, relationship, and race of the individual
 - b. Collection / testing date and location at which the sample was collected
 - c. This information shall be verified by the signature of the person being tested, or by their guardian if the individual being tested is a minor.
 - d. The name of the laboratory technician who draws the genetic specimen must be made a part of this record
- ii. The VENDOR must store and handle all samples in such a manner to ensure that they will not be tampered with, contaminated, and/or substituted. A label should be firmly affixed to all tissue samples uniquely identifying the sample. When buccal swabs are used, a label must be placed around the swabs. This label must be verified by the person being tested (or their guardian) **prior** to the sample being removed from their presence. The VENDOR must establish and maintain a unique control number on each case, in order to identify the State Agency that has requested the testing and retain specimen samples under singular control.
- iii. The VENDOR'S laboratory will ensure that all information recorded, collected, and maintained shall be subject, upon reasonable notice, to inspection, review and/or audit by authorized personnel of the State and the Federal governments. The VENDOR must permit authorized State and Federal personnel to monitor activities which are the subject of this Contract, in accordance with applicable State and Federal laws and regulations.
- iv. The VENDOR shall retain all relevant financial records, statistical data, and any other supporting documents for a period of at least three (3) years after the starting date of the applicable retention period. However, if audit findings have not been resolved at the end of the three (3) year period, the records shall be retained until a final resolution of the audit findings. Federal auditors, and any persons duly authorized by the State, shall have **full access** to and the **right to examine** any of these materials during the required record retention period.
- v. Prior to issuance to the State, Computer Assisted Analysis shall be reviewed, verified, and signed by the Laboratory Director or Supervisor. The calculation method should be validated, and gene and haplotype frequencies obtained from an examination of adequate size populations. Any manual calculations performed must be done in duplicate.

9. Vendor Responsibilities When Tissue Samples Are Not Collected at One of the Vendor's Facilities:

- i. When necessary, the VENDOR will be responsible for contacting and making arrangements for another facility to collect the tissue samples. It is the responsibility of the VENDOR to ensure that all persons which it authorizes to collect specimens are qualified to do so. The VENDOR will provide the necessary instructions for collecting tissue samples, handling genetic samples, and for establishing the proper identification of the mother and putative father whose tissue is collected. The VENDOR will be responsible for providing all appropriate supplies such as test tubes, shipping, etc.
- ii. The VENDOR will provide, at no additional cost, a courier service to pick up genetic samples at the location where the samples have been drawn and to transport them to the laboratory where the paternity tests are to be performed. In this situation the Chain of Custody is defined as: "The VENDOR being able to verify who was in possession of the tissue samples from the time of paternity specimen collection through the actual genetic testing process." The VENDOR must ensure that there is a reliable chain of custody and be able to furnish witnesses to confirm this chain of custody when necessary.

10. Sites for Obtaining Specimens Throughout the State of Delaware – Vendor Operated & State Identified

- i. The VENDOR must provide the necessary qualified staff and supplies for the purpose of conducting paternity tests on individuals at sites operated by the VENDOR in New Castle, Kent, and Sussex counties.
- ii. Specimen draw dates and times will be set at the convenience of the State. It is the responsibility of the VENDOR to have staff available to travel to any collection drawing site designated by the State.
 - a. While the primary collection sites identified by the State will typically be the Family Court facilities in New Castle, Kent, and Sussex counties, the State may require collection at any site best meeting the State's needs.
- iii. Delaware Department of Correction, the VENDOR should have qualified staff available to travel to various State correctional institutions to perform paternity testing on incarcerated individuals as ordered by the Courts.
 - a. Prior to performing the testing, the VENDOR staff member must have completed a security background check and been approved by Department of Correction for correctional facility access.
 - 1. Delaware Department of Correction primary point of contact for security background checks is:
Vicki Macklin
(302) 857-5221
vicki.macklin@state.de.us
- iv. The VENDOR must have the ability to efficiently conduct and monitor genetic tests on an interstate basis.

11. Report of Test Results

- i. Each report of paternity test results by the **VENDOR must** include the following:
 - a. The date of collection and the date of test performance;
 - b. The civil action number assigned the case by Family Court;
 - c. The State Agency case number;
 - d. The names of all individuals tested on the case;
 - e. The relationship of the individuals tested to the child;
 - f. The laboratory designated racial origin of the mother and alleged father for calculation purposes;
 - g. The phenotypes established for each individual in each genetic system examined;
 - h. An explanation regarding the nature of the problem shall be given if the results were inconclusive;
 - i. The signature of a Laboratory Director;
 - j. A statement of whether or not the alleged father can be excluded;
 - k. Verification of the chain of custody of the tissue specimen in order to ensure its admissibility if a trial or other Court or administrative proceeding becomes necessary, and
 - l. The results of each genetic test certified under notary seal.
- ii. If an opinion of non-paternity is rendered, then the report should state the basis of this opinion. However, if the report finds that the alleged father cannot be excluded, then the report shall include:
 - a. The individual paternity index for each genetic system report;
 - b. The cumulative paternity index;
 - c. A percentage probability of paternity, and
 - d. The prior probabilities used to calculate the probability of paternity.
- iii. If other calculations are used, they should be explained and defined.
- iv. Preference will be given to bidders who offer online case inquiry, result reporting and scheduling capability.
- v. **All bidders must include a sample genetic testing report in their proposal.**

12. Expert Witnesses to be Furnished by the VENDOR

- i. The **VENDOR** will be required to provide an expert witness for Family Court hearings or administrative proceedings when necessary upon one week's notice by the **DIVISION**. These witnesses must be able to qualify as an expert in their field. The **VENDOR'S** representative must be a medical doctor (M.D.) or a doctor of philosophy (Ph.D) in order to qualify as an expert witness, and all proposals should contain curriculum vitae for the expert witnesses who the successful bidder currently utilizes. The **VENDOR'S** fees, if any, for expert and other witnesses to appear in court must be stated as an all inclusive hourly rate in Appendix B. At no extra cost, the **VENDOR** must have expert witnesses readily available for telephone depositions when requested by either the **DIVISION** or Family Court. In addition, and at no extra cost, the **VENDOR** must provide expert witness answers to written interrogatories, in the manner and time period specified, upon request of either the **DIVISION**, a testing party, or Family Court.

13. Paternity Testing Lawsuits

- i. All bidders are to submit a brief summary of any lawsuits regarding paternity testing that their company presently is involved or has been involved in resulting in an adverse judgement, if applicable. The selected bidder will be required to provide all records of any lawsuits pertaining to paternity testing in which it has been named as a defendant, upon request by the DIVISION, prior to the award of a contract. Failure to disclose the required information will result in the rejection of the bid. The successful bidder will have a continuing duty to promptly inform the DIVISION of any updated developments pertaining to Paternity Testing Lawsuits that have been filed, settled, or judicially decided in which it is a party.

III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

1. Delaware business license:
Provide evidence of a Delaware business license or evidence of an application to obtain the business license.
2. Professional liability insurance:
Provide evidence of professional liability insurance in the amount of \$1,000,000.00/\$3,000,000.00
3. Demonstrated possession of the licensing and certifications required in section II. B. 3 of this RFP

B. General Evaluation Requirements

1. Expertise and demonstrated ability in DNA collecting and testing
2. Capacity to meet requirements (size, financial condition, years in business)
3. Operating location(s) geographically appropriate to fulfill requirements
4. Previous successful performance in government contracts
5. Quality of required sample reporting

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Obtaining Copies of the RFP

This RFP is available in electronic form [only] through the State of Delaware Procurement website at <http://bids.delaware.gov>.

2. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* § 6981.

3. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Bruce Krug
Government Support Services
100 Enterprise Place, Ste 4
Dover, DE 19904
bruce.krug@state.de.us , (302) 857-4534

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a) Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b) Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d) Has violated contract provisions such as:
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;

- e) Has violated ethical standards set out in law or regulation; and
- f) Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with one (1) paper copy and seven (7) electronic copies on CD. The paper copy will be marked as "Master Copy" and will contain original signatures in all locations requiring a vendor signature.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **1:00 PM EST on November 14, 2012**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Government Support Services
Contract GSS13684-DNA
100 Enterprise Place, Ste 4
Dover, DE 19904**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **1:00 PM EST on November 14, 2012**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through the initial contract term. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

7. Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

9. Concise Proposals

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

11. Confidentiality of Documents

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(g), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

12. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures where multiple contractors form a partnership designated one of the contractors as the prime contractor) will not be allowed for this contract.

13. Sub-Contracting

Sub-contracting will not be allowed for this contract.

14. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP until October 23, 2012.

All questions will be consolidated into a single set of responses and posted on the State's website at <http://bids.delaware.gov> by the date of November 1, 2012.. Vendors' names will be removed from questions in the responses

released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Question

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

15. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

16. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

17. State's Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* § 6986, the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

18. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

19. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at <http://bids.delaware.gov> . The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

20. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

21. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid of the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor(s) will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ 6981 and 6982. The Team shall make a recommendation regarding the award to the Office of Management and Budget, Government Support Services, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § 6982, to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals all contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* §6986. Such selection will be based on the following criteria:
 - The evaluation team's assessment of the ability of the proposer(s) to meet state-wide requirements
 - Factors that may be identified during the evaluation and negotiation process leading to a determination it would be in the best interest of the State to award to multiple vendors.

a. Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Weight
Expertise and demonstrated ability in DNA collecting and testing	30%
Capacity to meet requirements (size, financial condition, years in business)	25%
Operating location(s) geographically appropriate to fulfill requirements	20%
Previous successful performance in government contracts	10%
Quality of required sample reporting	10%
Cost structure as it relates to the respondent's proposal	5%
Total	100%

3. Proposal Clarification

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations

Selected vendors may be invited to make oral presentations to the Evaluation Team. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

D. Contract Terms and Conditions

1. General Information

- a.** The term of the contract between the successful bidder and the State shall be for three (3) years with two (2) extensions for a period of one (1) year for each extension.
- b.** The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c.** The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d.** The State of Delaware's standard contract may be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e.** The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f.** If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

2. Collusion or Fraud

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

3. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

4. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

5. General Contract Terms

a. Independent contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party, or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware shall provide working space and sufficient supplies and material to augment the Contractor's services.

b. Non-Appropriation

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

c. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

d. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**Government Support Services
Contract GSS13684-DNA
100 Enterprise Place, Ste 4
Dover, DE 19904**

e. Indemnification

i) General Indemnification.

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

ii) Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

(1) Procure the right for the State of Delaware to continue using the Product(s);

(2) Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or

- (3) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

f. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000 per occurrence and \$3,000,000 aggregate
b.	Professional liability insurance:	\$1,000,000 per occurrence and \$3,000,000 aggregate

And at least one of the following, as outlined below:

c.	Medical or Professional Liability	\$1,000,000/\$3,000,000
d.	Misc. Errors and Omissions	\$1,000,000/\$3,000,000
e.	Product Liability	\$1,000,000/\$3,000,000

The successful vendor must carry (a) and (b) and at least one of (b), (c), or (d) above depending on the type of Service or Product being delivered.

If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

4. The vendor shall provide a certificate of insurance as proof that the vendor has the required insurance.
5. Forty-five (45) days written notice of cancellation or material change of any policies is required. The State of Delaware shall be identified as a certificate holder.

**Administrator, Government Support Services
Contract No. GSS13684-DNA
State of Delaware
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

Note: The State of Delaware shall not be named as an additional insured.

g. Performance Requirements

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

h. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

i. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

j. Penalties

The State of Delaware may include in the final contract penalty provisions for non-performance, such as liquidated damages.

k. Termination for Cause.

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner his obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, the State of Delaware shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination, In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware.

l. Termination for Convenience

The State of Delaware may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware. If the contract is terminated by the State of Delaware as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

m. Non-discrimination

In performing the services subject to this RFP the vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

n. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

o. Vendor Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

p. Work Product

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

p. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

q. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- (1) the laws of the State of Delaware;
- (2) the applicable portion of the Federal Civil Rights Act of 1964;
- (3) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- (4) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and

- (5) that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

r. Scope of Agreement

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

s. Other General Conditions

- (1) **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- (2) **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
- (3) **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- (4) **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
- (5) **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.

- (6) **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- (7) **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- (8) **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

Vendors may not release any information about this RFP. The State of Delaware reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of the State of Delaware.

2. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

3. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by at least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

ATTACHMENTS and APPENDICIES:

Attachment 1 - No Proposal Reply Form

Attachment 2 - Non-Collusion Statement

Attachment 3 – Exceptions

Attachment 4 – Confidentiality and Proprietary Information

Attachment 5 – Business References

Attachment 6 – REMOVED (not applicable to this solicitation)

Attachment 7 – Monthly Usage Report

Attachment 8 – REMOVED (not applicable to this solicitation)

Attachment 9 - Office of Supplier Diversity Certification Application

Appendix A - Minimum Mandatory Submission Requirements

Appendix B - Bidder Collection Locations and Pricing Structure

Appendix C - Sample Professional Services Agreement

Appendix D - Department of Corrections Security Requirements and Procedures

IMPORTANT – PLEASE NOTE:

- **Attachments 2, 3, 4, and 5 must be included in your proposal**
- Attachments 7 represents required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

REQUIRED REPORTING:

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested Vendors.

A Usage Report (Attachment 7) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Attachment 8) shall be submitted electronically in EXCEL and sent as an attachment to vendorusage@state.de.us. It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

NO PROPOSAL REPLY FORM

CONTRACT # GSS13684-DNA

CONTRACT TITLE: NON-FORENSIC DNA COLLECTION AND TESTING

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services.**

_____ We wish to be deleted from the Vendor's List **for these goods or services.**

STATE OF DELAWARE
Government Support Services

Attachment 2

CONTRACT NO.: GSS13684-DNA
TITLE: NON-FORENSIC DNA COLLECTION AND TESTING
OPENING DATE: NOVEMBER 14, 2012 at 1:00pm (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Government Support Services.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Government Support Services.

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

COMPANY NAME _____ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____
(circle one) (circle one) (circle one)

COMPANY CLASSIFICATIONS: CERT. NO. _____	<u>Women</u>	Yes	<u>Minority</u>	Yes	No	<u>Disadvantaged</u>	Yes	No	<u>Veteran</u>	Yes	No
	No		<u>Business</u>			<u>Business</u>			<u>Business</u>		
	<u>Business</u>		<u>Enterprise</u>			<u>Enterprise</u>			<u>Enterprise</u>		
	<u>Enterprise</u>		<u>(MBE)</u>			<u>(DBE)</u>			<u>(VBE)</u>		
	<u>(WBE)</u>										

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:

(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

☐ By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this RFP.

[illegible]

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CONTRACT NO. GSS13684-DNA
Contract Name NON-FORENSIC DNA COLLECTION AND TESTING
PROPOSAL REPLY SECTION

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

[illegible]

Note: Add additional pages in a similar format as needed.

CONTRACT NO. GSS13684-DNA
Contract Name: NON-FORENSIC DNA COLLECTION AND TESTING

Business References

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:
2. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:
3. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

State of Delaware

Monthly Usage Report

Supplier Name:				Insert Contract No.	Report Start Date:						
Contact Name:			Report End Date:								
Contact Phone:			Today's Date:								
Agency Name or School District	Division or Name of School	Budget Code	UNSPSC	Item Description	Contract Item Number	Unit of Measure	Qty	Environmentally Preferred Product or Service Y N	Additional Discount Granted	Contract Proposal Price/Rate	Total Spend
											\$0.00
											\$0.00
											\$0.00
											\$0.00
											\$0.00
											\$0.00
											\$0.00
											\$0.00
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											\$0.00
											\$0.00
											\$0.00
											\$0.00

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor.



State of Delaware

Office of Supplier Diversity Certification Application

The most recent application can be downloaded from the following site:

http://gss.omb.delaware.gov/osd/docs/certapp_022510.pdf



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)

100 Enterprise Place, Suite 4

Dover, DE 19904-8202

Telephone: (302) 857-4554 Fax: (302) 677-7086

Email: osd@state.de.us

Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

APPENDIX A
MINIMUM MANDATORY SUBMISSION REQUIREMENTS

- a) Table of Contents clearly identifying the structure of the proposal and showing page numbers for each of the required components
- b) Brief Transmittal Letter including an Applicant's experience, if any, providing similar services. The letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with Government Support Services
- c) One (1) paper copy of the bidder's proposal, marked as Master Copy, with all signatures being original.
- d) Seven (7) electronic copies of the bidder's proposal (submitted on CD or DVD media disk). These will be distributed to members of the proposal evaluation committee so should be labeled with at least the contract number and the name of the bidder.
- e) One (1) complete, signed and notarized copy of the non-collusion agreement (see Attachment 2 above).
MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.
- f) One (1) completed Exceptions form (see Attachment 3 above)
 - a. Needs to be included even if no exceptions are identified
- g) One (1) completed Confidentiality and Proprietary Information form (see Attachment 4 above)
 - a. Needs to be included even if nothing is identified confidential
- h) One (1) completed Business References form (see Attachment 5 above)
- i) Completed bidder collection locations and pricing structure (Appendix B)
 - a. Appendix B must be provided both in hardcopy and as a component of electronic copies of the proposal.
- j) One (1) certificate of insurance for the insurance levels identified in section **III. A.** of this RFP.
 - a. Note: A certificate of insurance inclusive of all insurance requirements identified in section **IV. D. 5. f** of this RFP must be provided by the awarded vendor (s) prior to the start of services.
- k) Demonstrated possession of the licensing and certifications required in section **II. B. 3** of this RFP

APPENDIX B
Bidder Collection Locations and Pricing Structure

Appendix B is a separate document found at <http://bids.delaware.gov> and must be completed and returned with a respondent's proposal

Appendix C

Sample Professional Services Agreement

Appendix C is a separate document found at <http://bids.delaware.gov> and provides bidders with an opportunity to review the Professional Services Agreement that will be executed between the awarded vendor(s) and the State.

Appendix C **should not** be included in a respondent's proposal.

However, any exceptions a respondent may have to Appendix C must be listed on Attachment 3 of the RFP and included in the respondent's proposal. Exceptions not listed on Attachment 3 will not be considered at any point in the evaluation or award process.

APPENDIX D
Contract GSS13684-DNA

DOC SECURITY REQUIREMENTS & PROCEDURES

1. REQUIREMENTS:

The correctional facility has issued regulations to be observed by all contractors, their subcontractors (if any) and employees and other firms providing services for or otherwise assigned to or working on the project in order to minimize disruption to prison operations, maintain security and facilitate the construction process. While working inside the prison facilities on a regular or occasional basis, it must be clearly understood that prison security requirements will at all times take precedence over construction operations. The contractor shall comply with all such regulations and consider the regulations when preparing his/her bid.

2. WORKING AT A DEPARTMENT OF CORRECTION FACILITY:

- a) In order for the Department of Correction (DOC) to ensure security on the job site, the prime contractor shall submit a list of all proposed workers who will be working on the site to the DOC including name, social security number, age, sex, race and date of birth. This list shall include all sub-contractors (if any) and any vendors requiring access to the secure perimeter of the facility.
- b) Workmen will not be permitted on the campus without approval.
- c) All tools, equipment, supplies, etc., shall be removed from the compound building daily.
- d) A list of tools must be supplied with each truck. Inventory shall be taken by the contractor at the beginning and end of each workday. Correctional Officers reserve the right to inspect and inventory all toolboxes, workmen and trucks. Report all missing tools immediately. Leave all unnecessary tools at the shop.
- e) Trucks should be kept clean of debris. Trash within the vehicle increases the amount of time required to inspect the vehicles.
- f) Proper construction clothing is required. Short pants are not permitted.
- g) Contractors shall include, in their bid, a sufficient amount of time to enter and depart the facility in a given day. As an example of previous projects at a Department of Correction site, it takes between one half hour to one hour to enter or leave the facility.
- h) Contractor is advised that only limited movement will be permitted while inside the compound.
- i) Contractors are requested to notify the Director of Custody of Operations upon the termination of worker's services in order that the identification card on file can be pulled and rendered inactive.
- j) Completion of "A" Short Form is required for all employees (see next page for "A" Short Form).

**"A" SHORT FORM
DELAWARE DEPARTMENT OF CORRECTION
LIST OF PERSONNEL FOR BACKGROUND CHECK FOR ON-SITE WORK**

DATE: _____
CONTRACTOR: _____
ADDRESS: _____
PHONE/FAX: _____
CONTRACT NAME/NO: _____

NAME	RACE	DATE OF BIRTH	SSN	DRIVER'S LICENSE NO.

3. CONTRABAND/TOOL CONTROL:

- a) Title 11, Section 1256 of the Delaware Code specifies that “a person is guilty of promoting prison contraband when: (1) they knowingly and unlawfully introduces any contraband into detention facility, or (2) being a person confined in a detention facility, he knowingly and unlawfully makes, obtains, or possesses any contraband”.
- b) No one may introduce into or possess on the grounds of any institution of any of the following that are considered to be contraband except as noted:
 - i. Any intoxicating beverage.
 - ii. Any narcotic, hypnotic, barbiturate, hallucinogenic drug, central nervous stimulant, or drug except as authorized or approved by an institution affiliated physician.
 - iii. Any firearm or instrument customarily used or designed to be used as a dangerous weapon, or an explosive device, except as authorized or approved by an institution and/or Departmental Administration.
 - iv. Any instrument that may be used as an aid in attempting an escape.
 - v. Hypodermic needle, syringe, or other article, instrument or substance specifically prohibited by the institution administration except as authorized.
 - vi. Any article of State property for the purpose of removing it from State property without authorization from administrative or supervisory personnel.
- c) In addition to above, no inmate may possess:
 - i. Tool, instrument or implement which could be used as a dangerous weapon except as are assigned by and used under the supervision of authorized personnel.
 - ii. Money.
- d) Private Contract Repair and Maintenance Workers: Private contracted or contract maintenance workers by, or under contract to perform services, maintenance repair or construction within the institution must complete an inventory listing of all tools, tool boxes and related equipment prior to admittance into the institution. A staff member as so assigned must escort tradesmen or other non-employee workers while in the institution. At entry control points, vehicles and personnel will be searched to include any tools or relating equipment. No tools will remain on the work sites upon departure. Activities must be performed as authorized with proper security and safety precautions.
- e) Classification of Tools: It is difficult to classify every specific tool. However, the classification tools can be determined according to the following categories:
 - i. Restricted tools are items that can be used by inmates either in effecting an escape or causing date or serious injury. The following tools are typical examples:
 - 1) Diamond-point drills.
 - 2) Ice picks.
 - 3) Hones and sharpening stock.
 - 4) Metal cutters, blades.
 - 5) Bolt cutters.
 - 6) Cleaners.
 - 7) Cutting torches.
 - 8) Electric drills, portable.
 - 9) Electric bench and portable grinders.
 - 10) Files.
 - 11) Gear pullers.
 - 12) Diamond point and regular hacksaw blades.
- f) Lost or stolen tools must be reported to security of the Department of Correction.
- g) Broken saw blades must be removed from the property (not left or discarded on site)/

4. GENERAL REQUIREMENTS:

- a) All tools will be accounted for by the worker and escorting officer upon completion of daily work.
- b) Workers, once entering controlled areas, are not permitted to wander from the work area. Should a worker need to go to another area, he/she will be escorted by an officer.

- c) Should work require more than one day to complete the job, permission to construct and use temporary storage facilities is solely at the discretion of prison authorities. The facility will not accept responsibility for any loss or damage to materials left on site. All tools and equipment should be removed daily.
- d) It is essential that construction operation and debris removal be conducted in a manner to assure that materials that may be used as weapons do not fall into the hands of inmates.
- e) Anything of unusual nature as loss of a key, identification cards, tools, piping, etc., shall be reported immediately to the escorting officer.
- f) In the event that construction requires the description of plumbing, electrical power, etc., the Director of Custody of Operations must receive at least twenty four (24) hours advance notice in order to preserve security and not to disrupt routine activities. When temporary shutdown of service is unavoidable, the work shall be completed at night during a time when the institution's routine will not be interfered.
- g) Workers will be denied access to controlled areas should they have relatives or close friends incarcerated in the facility.
- h) Workers shall be subjected to all rules and regulations and shall comply with the escorting officers' instruction accordingly.
- i) Inmates are not permitted to franchise with the public or contractors.

5. **SPECIAL REQUIREMENTS:**

- a) Materials shall be moved through the buildings using rubber tire vehicles which shall be properly controlled at all times to avoid damage to existing walls, floors, and ceiling surfaces, including doors and door and/or window frames.
- b) Water damage will not be tolerated and it is incumbent upon the contractor to take all steps necessary to keep the existing premises dry at all times.
- c) All welding and cutting shall be performed by qualified and certified welders. Certificates shall be on file with the Construction Manager prior to commencement of any welding.
- d) Existing streets, pavements, lawns, curbs and other finished surfaces disturbed or damaged by excavation or other construction activities shall be repaired and restored to their original conditions to the satisfaction of the Owner and local authorities.

6. **SITE SECURITY:**

The following regulations must be observed by all persons having any association with the construction of this project (employees, subcontractors, workmen, service men, manufacturer's representative, etc.).

- a) Photo Identification Card:
 - i. Each trade subcontractor shall submit a list of workers who will be on site. The list will contain the following information on each employee:
 - 1) Name;
 - 2) Date of Birth;
 - 3) Social Security Number; and
 - 4) Address.
 - ii. Each trade subcontractor will pick up the photo identification cards at the Main Gate (where they will be secured when not in use). He will transport the identification cards and issue the identification card upon arrival of the construction workers (after identifying the worker). The cards will be collected at the end of the day and returned to the Main Gate.
- b) Assigning Men to the Site:
 - i. Each trade subcontractor shall notify the Maintenance Superintendent twenty four (24) hours in advance, but not later than 12:00 Noon, on the previous work day before sending men to the project site so an officer can be assigned to accompany all his personnel.
- c) Tools and Materials:

- i. No tools or materials shall be left unguarded at any time, and tools shall be removed from the working areas at the end of each working day or at anytime the workmen and assigned officer leave the area.
- d) Prison Records:
 - i. Where a workman or representative visiting the institution has a prison record, the trade subcontractor shall be responsible for obtaining the particulars concerning his record and notifying the institution at least seventy two (72) hours in advance of his visit. The institution will then notify the trade subcontractor and either provide or deny permission for that person to enter the institution. Any workman denied entrance to the institution must be replaced by the trade subcontractor or subcontractor at no additional cost.
- e) Workmen Lunch Area/Searches:
 - i. Workmen are expected to stay in their respective working areas during their lunch period unless leaving the grounds is permitted.
 - ii. All workmen are expected to submit to a search of themselves, toolboxes, lunch containers, and vehicles at any time if the search is deemed necessary.
- f) Prohibited Items:
 - i. The following items are prohibited from being brought onto the prison grounds and construction site:
 - 1) Alcoholic beverages and drugs.
 - 2) Explosive and firearms.
 - 3) Tobacco products.
- g) Working Dress and Workmen:
 - i. Workmen will maintain proper attire while working at the institution.
- h) It is forbidden to aid or abet the escape of any inmate, or to advise, connive or assist in any escape, or to conceal any inmate after escape, or withhold information pertaining thereto. Violation of this prohibition can result in prosecution and the law provides for punishment of fine and imprisonment.
- i) It is likewise strictly forbidden to bring into or take out of the prison either for pay, or for favor, for any inmate, any article, without the proper authorization from the Maintenance Superintendent.
- j) It is forbidden to roam at will throughout the prison. Workers are restricted to going directly to those places where the work is conducted and remaining away from all areas where they have no business to conduct.
- k) It is prohibited to socialize, exchange pleasantries, or conduct business with inmates in traffic areas hallways, center areas, etc. Affectionate or intimate behavior between official visitors and inmates is prohibited.
- l) All automobiles are to be parked in a location designated by the Maintenance Superintendent. Parked vehicles must always have the ignition and doors locked.
- m) No photographs may be taken without proper authorization. No public news releases may be given without similar authorization.
- n) Escorting of any person, not previously approved, onto the prison grounds or into the prison is prohibited.
- o) The offering and giving of any tips, gratuities, fees, etc. to any inmates or prison personnel are strictly prohibited.
- p) The use of indecent, abusive, or profane language is forbidden anywhere on the prison property.
- q) Civilian or other clothing should not be left carelessly in places where it may be acquired and worn by inmates.
- r) In the event an acquaintance, friend, or relative of contractor's employee should be an inmate of the institution at which work is being conducted, it is advisable that the contractor communicate this confidentially to the Maintenance Superintendent.
- s) Tools and Equipment Safety:
 - i. Flammable Liquids: Maintain flammable liquid (e.g., gasoline, fuels, etc.) in secure containers at all times, in compliance with OSHA regulations.

- ii. Tools: Maintain tools and related equipment (e.g. sprinkler heads, hydrants, wires, cables, ducts, manholes, posts, poles, signals, alarm boxes, etc.) at all times.
 - iii. Powder Actuated Tools: Comply with Owner's and Maintenance Superintendent's direction for control of powder used and stored.
- t) Construction Personnel Vehicle Parking:
 - i. Parking spaces for privately owned vehicles operated by construction personnel may be limited.
 - ii. The Maintenance Superintendent will assign areas within the prison site for parking. Sufficient space will be provided to park privately owned vehicles operated by construction personnel on site.